

# Exhibit C

Date: 10/20/2005

Policy Number: 360-23-93

Underwriter Name: CYNTHIA MANRING  
Underwriter Region: 0021  
Underwriter Branch: 0021  
Underwriter Telephone: 216-479-8918

Operator Name: CHERYL HOWARD  
Operator Telephone: 216-479-8800

Issuing Division: 0054  
Policy Effective Date: 08/01/2005  
Transaction Type: REN

Set Copy Name: I

EPS TRACKING-ID: UUF94924200310202005  
POLICY NUMBER: 013602393

CYNTHIA MANRING  
CLEVELAND  
1375 EAST 9TH STREET  
CLEVELAND, OHIO 44114

Re: SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

PRODUCER IS:

MCGRIFF SEIBELS & WILLIAMS, INC  
PO BOX 10265  
BIRMINGHAM, AL 35202-0265

360-23-93

PRODUCER COV LTR **Archive Copy**



CLEVELAND  
1375 EAST 9TH STREET  
CLEVELAND, OHIO 44114

PH 2164798800  
FAX 2162419729

10/20/2005

ATTN: JOYCE GOODMAN  
MCGRIFF SEIBELS & WILLIAMS, INC  
PO BOX 10265  
BIRMINGHAM, AL 35202-0265

**Re: Insured:** SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
**Policy #:** GL 360-23-93  
**Effective:** 08/01/2005

Dear Sir/Madam:

We thank you for your binder and enclosed, please find the original and broker copies of the policy issued to the insured referenced above.

Upon our review of the policy, we believe it complete and accurate based upon the requirements noted and agreed to on the binder. If you discover anything in which you believe to be incomplete or inaccurate, please contact your underwriter so we may address the issue immediately.

We appreciate your business and make your satisfaction our #1 Priority!

Sincerely,

CHERYL HOWARD  
Service Specialist

CC: CYNTHIA MANRING, Underwriter  
CHERYL HOWARD, Risk Analyst  
ROBERT GREENE, Account Manager

*World Leaders in Insurance and  
Financial Services.*

RMG COVER LETTER  
**Archive Copy**

**COMMON POLICY DECLARATIONS**

POLICY NO. GL 360-23-93

RENEWAL OF: 3602393

MEMBERS OF THE  
AMERICAN INTERNATIONAL GROUP, INC  
EXECUTIVE OFFICES  
70 PINE STREET  
NEW YORK, N.Y.

PRODUCER NO: 09050  
MCGRUFF SEIBELS & WILLIAMS, IN  
PO BOX 10265  
BIRMINGHAM, AL 35202-0265

1. NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA.

2. AMERICAN HOME ASSURANCE COMPANY

3. THE INSURANCE COMPANY OF THE  
STATE OF PENNSYLVANIA

2

COVERAGE IS PROVIDED IN THE  
COMPANY DESIGNATED BY NUMBER  
A STOCK INSURANCE COMPANY  
(HEREIN CALLED THE COMPANY)

NAMED INSURED SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

MAILING ADDRESS 1380 ROUTE 286 E., STE-121  
AIRPORT INDUSTRIAL BLDG.  
INDIANA, PA 15701

POLICY PERIOD: From 08/01/2005 To 08/01/2006 At  
12:01 A.M. Standard Time at your mailing address shown above

BUSINESS DESCRIPTION OIL/GAS WELL SERVICE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A  
PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT

## PREMIUM

Boiler and Machinery Coverage Part	\$ NOT COVERED
Commercial Auto Coverage Part	\$ NOT COVERED
Commercial Crime Coverage Part	\$ NOT COVERED
Commercial General Liability Coverage Part	\$ 330,740
Commercial Inland Marine Coverage Part	\$ NOT COVERED
Commercial Property Coverage Part	\$ NOT COVERED
Farm Coverage Part	\$ NOT COVERED

TOTAL \$ 330,740

SURCHARGE 367

Premium shown is payable: \$331,107 at inception.

Forms applicable to all Coverage Parts:

SEE ATTACHED SCHEDULE.

(Show numbers)

COUNTERSIGNED

(Date)

BY

(Authorized Signature)

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative. +

*Elizabeth M. Tuck*

Secretary  
National Union Fire Insurance Company of Pittsburgh PA.  
American Home Assurance Company  
The Insurance Company Of The  
State Of Pennsylvania

Archive Copy

*John Z. Dyl*

President  
American Home  
Assurance Company

1. NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH  
A STOCK COMPANY

2. AMERICAN HOME ASSURANCE COMPANY  
A STOCK COMPANY

3. THE INSURANCE COMPANY OF THE  
STATE OF PENNSYLVANIA  
A STOCK COMPANY



Member Companies of  
American International Group  
EXECUTIVE OFFICES

70 PINE STREET, NEW YORK, N.Y. 10270

2

COVERAGE IS PROVIDED IN THE  
COMPANY DESIGNATED BY NUMBER  
(HEREIN CALLED THE COMPANY).

## COMMERCIAL GENERAL LIABILITY DECLARATIONS

POLICY NO. GL 360-23-93

NAMED INSURED SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.  
MAILING ADDRESS 1380 ROUTE 286 E., STE-121  
AIRPORT INDUSTRIAL BLDG.  
INDIANA PA 15701-0000

POLICY PERIOD: From 08/01/2005 to 08/01/2006 at

12:01 A.M. Standard Time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

### LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (Other Than Prod-Comp Operations)	\$	2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$	2,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$	1,000,000
EACH OCCURRENCE LIMIT	\$	1,000,000
FIRE DAMAGE LIMIT	\$	50,000 Any One Fire
MEDICAL EXPENSE LIMIT	\$	5,000 Any One Person

Forms Of Business: ☐ Individual ☐ Partnership ☐ Joint Venture ☒ Organization  
(Other than Partnership or Joint Venture)

Business Description: OIL/GAS WELL SERVICE

Location Of All Premises You Own, Rent or Occupy: SEE ATTACHED SCHEDULE

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE.	ADVANCE PREMIUM	
				PR/CO	ALL OTHER
SEE ATTACHED SCHEDULE					

Premium shown is payable: \$ 331,107 at inception.

TOTAL: \$ 330,740

Premium for Certified Acts of Terrorism Coverage Under Terrorism Risk Insurance Act 2002:  
Not Applicable, Coverage Rejected By Insured

ENDORSEMENTS ATTACHED TO THIS POLICY: SEE ATTACHED SCHEDULE.

COUNTERSIGNED

(Date)

BY

*Jeff Englbrecht*

(Authorized Representative)

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Copyright. Insurance Services Office, Inc., 1983, 1984

Date Issued: 10/20/2005

SURCHARGE/TAX SCHEDULE

EFFECTIVE DATE: 08/01/2005

NAMED INSURED: SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

POLICY NO.: GL 360-23-93

STATE  
West Virginia

SURCHARGE/TAX  
\$367.00

## FORMS SCHEDULE

EFFECTIVE DATE: 08/01/2005

NAMED INSURED: SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC. +  
BRADFORD RESOURCES, LTD.

POLICY NO: GL 360-23-93

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IL0017 (1198) COMMON POLICY CONDITIONS  
001 MANUSCRIPT ENDORSEMENT  
CG0001 (1204) COMM GENERAL LIAB COV FORM  
CG0224 (1093) EARLIER NOTICE OF CANC  
CG2147 (0798) EMPL. RELATED PRACTICES EXCLUSION  
CG2155 (0999) TOTAL POLL EXCL WITH A HOSTILE FIRE  
CG2243 (0798) PROF-ENG,ARCH.SURV EXCL  
CG2247 (1185) EXCL-SALINE SUB CONTAMINATION  
CG2257 (0196) EXCL-UNDERGRD RESOURCES & EQUIP  
CG2262 (1001) UNDERGROUND RESOURCE & EQUIPMENT  
CG2273 (0798) EXCL-OIL OR GAS PRODUCING OPER  
CG2273 (1093) EXCL-OIL OR GAS PRODUCING OPER  
CG2404 (1185) WAIVER OF TRANS RIGHTS OF RECOV  
CG2503 (0397) AMEND-AGG LMTS OF INS-PER PROJECT  
IL0003 (0702) CALCULATION OF PREMIUM  
IL0021 (0702) NUCLEAR ENERGY LIAB EXCL (BROAD FORM)  
IL0246 (0702) PA CHANGES-CANC/NONRENEWAL  
IL0910 (0702) PENNSYLVANIA NOTICE  
58332 (0793) TOTAL LEAD EXCLUSION  
61944 (0295) BROAD FORM NAMED INSURED  
64006 (1195) FELLOW EMPLOYEE EXCLUSION DELETED  
82540 (0603) ASBESTOS AND SILICA EXCL ENDT  
61712 (0901) ADD'L INSRD-WHERE REQ'D UNDER CONTRACT  
62134 (0395) AMENDT ENDT - WHEN WE DO NOT RENEW  
62898 (0901) RADIOACTIVE MATTER EXCLUSION  
64007 (0901) FELLOW EMPLOYEE EXCLUSION DELETED  
71709 (0699) COMPOSITE RATING PLAN ENDT  
74434 (1099) ADD'L INSRD - PRIMARY INSURANCE  
78689 (0703) FUNGUS EXCLUSION  
80336 (0602) EMPLOYEE BENEFITS LIABILITY INS-PA  
80521 (1103) MTBE & OTHER FUEL OXYGENATES EXCL  
81127 (0604) TERRORISM EXCLUISON  
81127 (1202) TERRORISM EXCLUSION  
86203 (0604) TERRORISM EXCLUSION  
86681 (0904) AMEND OF LIMITS OF INSURANCE  
87295 (0105) EXCLUSION - VIOLATION OF STATUTES



## COMMERCIAL GENERAL LIABILITY

## 2004 GENERAL LIABILITY MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

The areas within the policy that broaden, reduce or clarify coverage are highlighted below. This notice does not reference every editorial change made in your policy.

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### COVERAGE FORM CHANGES

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#### ***REDUCTIONS IN COVERAGE***

##### **REVISED MOBILE EQUIPMENT COVERAGE:**

- CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence Version)
- CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made Version)
- CG 00 09 12 04 -- Owners And Contractors Protective Liability Coverage Form
- CG 00 37 12 04 -- Products/Completed Operations Liability Coverage Form (Occurrence Version)
- CG 00 38 12 04 -- Products/Completed Operations Liability Coverage Form (Claims-Made Version)
- CG 00 39 12 04 -- Pollution Liability Coverage Form (Designated Sites)
- CG 00 40 12 04 -- Pollution Liability Limited Coverage Form (Designated Sites)

The definitions of "mobile equipment" and "auto" have been revised. Any land vehicle that had been classified as a piece of mobile equipment under your previous policy, will now be considered an auto if that vehicle is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. With this change, coverage is no longer provided for these types of land vehicles since they are now defined to be autos rather than mobile equipment and subject to the Aircraft, Auto and Watercraft exclusion in your policy. However, the operation of machinery or equipment that is attached to, or part of, such a vehicle will still be covered by your policy.

If you wish to obtain coverage, for land vehicles subject to compulsory or financial responsibility laws or other motor vehicle insurance laws you should consider a Commercial Automobile policy.

##### **ELECTRONIC DATA EXCLUSION**

- CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence Version)
- CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made Version)
- CG 00 09 12 04 -- Owners And Contractors Protective Liability Coverage Form
- CG 00 37 12 04 -- Products/Completed Operations Liability Coverage Form (Occurrence Version)
- CG 00 38 12 04 -- Products/Completed Operations Liability Coverage Form (Claims-Made Version)
- CG 00 39 12 04 -- Pollution Liability Coverage Form (Designated Sites)
- CG 00 40 12 04 -- Pollution Liability Limited Coverage Form (Designated Sites)
- CG 00 42 12 04 -- Underground Storage Tank Policy (Designated Tanks)

An exclusion for Electronic Data has been added to these policies to reinforce that coverage for electronic data is not intended to be provided under these policies. This may be considered a reduction in coverage.

#### **MEDICAL PAYMENTS - ATHLETICS ACTIVITIES EXCLUSION**

CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence)

CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made)

The Athletics Activities exclusion under Coverage C - Medical Payments has been revised to more clearly express what types of athletic activities are excluded with respect to medical payments. Medical expenses are not intended to be provided to a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests. This may be considered a reduction in coverage.

#### **OTHER INSURANCE**

CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence Version)

CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made Version)

Prior to this revision, if you were added as an additional insured to another policy, the policy would be excess over that insurance for damages arising out of the premises or operations. The Other Insurance Condition has been revised so that now if you are added as an additional insured to another policy this policy is excess over that insurance for damages arising out of both the premises or operations AND the products and completed operations. (See also Broadenings of Coverage)

#### **LIQUOR LICENSE NOT IN EFFECT EXCLUSION**

CG 00 33 12 04 -- Liquor Liability Coverage Form (Occurrence)

CG 00 34 12 04 -- Liquor Liability Coverage Form (Claims-Made)

Prior to this revision, this exclusion precluded coverage when your liquor license was suspended, expired, cancelled or revoked. The exclusion has been revised so that now it applies if your liquor license was suspended, expired, cancelled, revoked OR not in effect

#### ***BROADENINGS IN COVERAGE***

##### **POLLUTION EXCLUSION**

CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence Version)

CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made Version)

CG 00 09 12 04 -- Owners And Contractors Protective Liability Coverage Forms - Coverage For Operations Or Designated Contractor

The exception to the Pollution Exclusion which provides coverage for bodily injury arising out of smoke, fumes, vapors or soot from building heating equipment has been expanded to also include water heaters and cooling and dehumidifying equipment.

#### ***CLARIFICATIONS OR NO IMPACT IN COVERAGE***

##### **WAR EXCLUSION**

CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence)

CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made)

CG 00 09 12 04 -- Owners And Contractors Protective Liability Coverage Form

CG 00 33 12 04 -- Liquor Liability Coverage Form (Occurrence)

CG 00 34 12 04 -- Liquor Liability Coverage Form (Claims-Made)

CG 00 35 12 04 -- Railroad Protective Liability Coverage Part

CG 00 37 12 04 -- Products/Completed Operations Liability Coverage Form (Occurrence)

CG 00 38 12 04 -- Products/Completed Operations Liability Coverage Form (Claims-Made)

CG 00 39 12 04 -- Pollution Liability Coverage Form (Occurrence)

CG 00 40 12 04 -- Pollution Liability Limited Coverage Form (Designated Sites)

CG 00 42 12 04 -- Underground Storage Tank Policy (Designated Tanks)

We have incorporated the war exclusion (formerly added via mandatory endorsement) directly into these policies.

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## NEW COVERAGE FORMS

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### CG 00 65 12 04 -- Electronic Data Liability Coverage Form

The Electronic Data Liability Coverage Form provides coverage for certain damages because of loss of electronic data caused by an electronic data incident. Coverage will apply only if the loss of electronic data is caused by an electronic data incident that takes place in the coverage territory and that did not occur before the retroactive date or after the end of the policy period. Since the coverage under this coverage form is provided on a claims-made basis, a claim for damages must first be made during the policy period or during an Extended Reporting Period, if one is provided.

An electronic data incident is defined in the form to mean an accident, or a negligent act, error or omission, or a series of causally related accidents, negligent acts, or errors or omissions, which results in loss of electronic data.

### CG 00 66 12 04 -- Product Withdrawal Coverage Form

The Product Withdrawal Coverage Form provides coverage for various product withdrawal-related expenses incurred by you because of a covered product withdrawal and provides liability coverage for damages you become legally obligated to pay, including defense costs, arising out of a covered product withdrawal.

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## MULTISTATE ENDORSEMENTS

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### ***BROADENINGS IN COVERAGE***

#### ***Existing Endorsements***

CG 04 28 12 04 -- Pollution Exclusion - Named Peril Limited Exception For A Short Term Pollution Event

CG 04 29 12 04 -- Pollution Exclusion - Limited Exception For A Short-Term Pollution Event

CG 21 65 12 04 -- Total Pollution Exclusion With A Building Equipment Exception And A Hostile Fire Exception

The exception to the Pollution Exclusion in these endorsements which provides coverage for bodily injury arising out of smoke, fumes, vapors or soot from building heating equipment has been expanded to also include water heaters and cooling and dehumidifying equipment.

CG 22 98 12 04 -- Exclusion - Internet Service Providers And Internet Access Providers Errors and Omissions

CG 22 99 12 04 -- Professional Liability Exclusion - Web-Site Designers

With this revised endorsement attached to your policy, internet providers and web-site designers are provided personal and advertising injury coverage for false arrest, malicious prosecution and wrongful eviction offenses. This coverage was not previously afforded under your policy.

CG 28 07 12 04 -- Principals Protective Liability Coverage

The exception to the Pollution Exclusion in this endorsement which provides coverage for bodily injury arising out of smoke, fumes, vapors or soot from building heating equipment has been expanded to also include water heaters and cooling and dehumidifying equipment.

#### ***New Endorsements***

CG 31 72 12 04 -- Coverage Extension - Coverage A - Product Restoration Expense

When this endorsement is attached to your Product Withdrawal Coverage Form, your coverage will be extended to include extra expenses such as the redesign of your product, the costs of regaining your market share, goodwill or profit because of a product withdrawal.

CG 31 73 12 04 -- Extended Reporting Period Endorsement For Electronic Data Liability Coverage

When this endorsement is attached to your Electronic Data Liability Coverage Form, you will have an extended period of time (3 years) after the end of the policy period to make a claim for loss of electronic data that occurred before the end of your policy period (but not before any applicable Retroactive Date).

## ***REDUCTIONS IN COVERAGE***

### ***Existing Endorsements***

#### **CG 04 36 12 04 -- Limited Product Withdrawal Expense Endorsement**

Deductible and Participation Percentage provisions have been added to the endorsement. If a deductible and/or participation percentage are indicated in the Schedule of the endorsement, you will be required to participate in the loss. Also, product withdrawal expenses will no longer be provided for trade dress infringement. In addition, any fines, penalties, punitive or exemplary damages, or pollution-related expenses arising out of a product withdrawal will be excluded. A Concealment Or Fraud provision has been added to the endorsement which states that no coverage will be provided if you or any other insured engage in fraudulent conduct or intentionally conceal or misrepresent a material fact related to a product withdrawal or product withdrawal expenses incurred by you.

#### **CG 21 66 12 04- Exclusion - Volunteer Workers**

If you previously had volunteer workers who operated autos, aircraft or watercraft not owned by, or rented or loaned to any insured, liability arising out of the ownership, maintenance or entrustment to others of any aircraft, auto or watercraft operated by volunteer workers will no longer be covered under your policy.

### ***New Endorsements***

#### **CG 21 86 12 04 -- Exclusion - Exterior Insulation And Finish Systems**

#### **CG 31 66 12 04 -- Exclusion - Exterior Insulation And Finish Systems**

#### **CG 31 67 12 04 -- Exclusion - Exterior Insulation And Finish Systems**

When this endorsement is attached to your policy, any liability arising out of, caused by, or attributable to EIFS, will be excluded. To the extent that current policy exclusions do not already apply to EIFS-related liability, attachment of this endorsement will result in a reduction of coverage.

#### **CG 23 01 12 04 -- Exclusion - Real Estate Agents Errors Or Omissions**

When this endorsement is attached to your policy, the professional services of a real estate agent will be excluded. To the extent that professional services of real estate agents may be covered under your policy, attachment of this endorsement may result in a reduction of coverage.

#### **CG 31 68 12 04 -- Exclusion - Coverage A - Product Withdrawal Expense**

When this endorsement is attached to your Product Withdrawal Coverage Form, no coverage will be provided for product withdrawal expenses that you incur as a result of a product withdrawal.

#### **CG 31 69 12 04 -- Exclusion - Coverage B - Product Withdrawal Liability**

When this endorsement is attached to your Product Withdrawal Coverage Form, no liability coverage will be provided for damages resulting from product withdrawal expenses incurred by a third-party because of a product withdrawal that you initiate.

#### **CG 31 70 12 04 -- Exclusion - Product Tampering**

When this endorsement is attached to your Product Withdrawal Coverage Form, no coverage will be provided for a product withdrawal which results from known or suspected product tampering.

#### **CG 31 71 12 04 -- Exclusion - Product Replacement, Repair Or Repurchase**

When this endorsement is attached to your Product Withdrawal Coverage Form, the costs of replacing, repairing or repurchasing of your product after a product withdrawal will not be covered as product withdrawal expenses.

#### **CG 31 74 12 04 -- Exclusion Of Newly Acquired Organizations As Insureds**

When this endorsement is attached to your Product Withdrawal Coverage Form, a product withdrawal initiated by an organization that you newly acquire or form will not be covered under your policy.

## **CLARIFICATIONS OR NO IMPACT IN COVERAGE**

### **CG 04 37 12 04 -- Electronic Data Liability**

This revised endorsement indicates that the Electronic Data Exclusion that was added to your General Liability coverage form(s) does not apply to the coverage provided under this endorsement.

### **CG 21 42 12 04 -- Exclusion - Explosion, Collapse And Underground Property Damage Hazard (Specified Operations)**

### **CG 21 43 12 04 -- Exclusion - Explosion, Collapse And Underground Property Damage Hazard (Specified Operations Excepted)**

The reference to the Products/Completed Operations Coverage Part has been removed from these endorsements since the exclusion being added by these endorsements does not apply to property damage included within the products-completed operations hazard.

### **CG 24 05 12 04 -- Financial Institutions - Fiduciary Interest Only**

The title of CG 24 05 is revised and provisions contained in endorsement CG 24 11 have been included. With this revision, you will no longer have both endorsements CG 24 05 and CG 24 11 attached to your policy to limit coverage to damages solely arising out of your trust operations. CG 24 05 will now be the only endorsement necessary to limit the coverage to your fiduciary interest only.

### **CG 21 67 12 04- Fungi Or Bacteria Exclusion (for use with Commercial General Liability Coverage Form)**

### **CG 24 25 12 04- Limited Fungi Or Bacteria Coverage (for use with Commercial General Liability Coverage Form)**

### **CG 31 31 12 04- Fungi Or Bacteria Exclusion (for use with Owners And Contractors Protective Liability Coverage Form and Products/Completed Operations Liability Coverage Form)**

### **CG 31 32 12 04- Limited Fungi Or Bacteria Coverage (for use with Owners And Contractors Protective Liability Coverage Form and Products/Completed Operations Liability Coverage Form)**

The term "consumption" in these endorsements has been replaced with the term "bodily consumption" to reinforce that the limitations/exclusions do not extend to goods or products not intended for bodily consumption (e.g., building materials, such as sheetrock, used during the construction/repair of a building). Endorsements CG 24 25 and CG 31 32 have also been revised to stress that other specified limits of insurance in the policy will continue to apply to losses arising out of fungi or bacteria incidents, but only when the Fungi Or Bacteria Liability Aggregate Limit has not been exhausted.

## **IMPORTANT NOTICE TO OUR CUSTOMERS**

### **EXCLUSION - VIOLATION OF STATUTES IN CONNECTION WITH SENDING, TRANSMITTING OR COMMUNICATING ANY MATERIAL OR INFORMATION**

This Notice does **NOT** form a part of your insurance contract. The Notice is designed to alert you to coverage changes when the **EXCLUSION - VIOLATION OF STATUTES IN CONNECTION WITH SENDING, TRANSMITTING OR COMMUNICATING ANY MATERIAL OR INFORMATION**, endorsement 87295 (1/05) is attached to your policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply. Please read your policy, and the endorsements attached to your policy, carefully.

This Notice contains a brief synopsis of the following endorsement:

#### **87295 (1/05) - EXCLUSION - VIOLATION OF STATUTES IN CONNECTION WITH SENDING, TRANSMITTING OR COMMUNICATING ANY MATERIAL OR INFORMATION**

When this endorsement is attached to your General Liability policy, coverage is excluded for any claim arising out of any action that violates or is alleged to violate any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that includes, addresses or applies to the sending, transmitting or communicating of any material or information, by any means whatsoever.

Please contact your Agent or Broker for additional information or clarification of coverage and how it affects your insurance program.



## CGL EXTENSION SCHEDULE

Policy No. GL 360-23-93

☐ Commercial General Liability Insurance  
☐ Product Liability Policy  
☐ Owners & Contractors Protective - (OCP)
☐ Railroad Protective Liability

Classification	Class Code	Premium Basis	Rate	Advance premium	
				PR/CO	All Other
LOC: 0001 ADDRESS SLOC: 001 1380 RT 286 HWY E STE 121 BLACK LICK,PA 15716 TERR: 013					
EMPLOYEE BENEFITS	73444	350 T	0.5220		\$1,837
CONTRACTORS - EXECUTIVE SUPERVISORS OR EXECUTIVE SUPERINTENDENTS "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	91580	P	33.5310	INCLUDED	
CONTRACTORS PERMANENT YARDS- MAINTENANCE OR STORAGE OF EQUIPMENT OR MATERIAL "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	91590	790736 P	10.6330	INCLUDED	\$8,408
ENGINEERS OR ARCHITECTS - CONSULTING - NOT ENGAGED IN ACTUAL CONSTRUCTION "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	92663	P	3.2480	INCLUDED	
OIL OR GAS WELLS-ACIDIZING	98153	3164437 P	18.1250		\$57,355
OIL OR GAS WELLS-ACIDIZING	98153	3164437 P	1.0280	\$ 3,253.00	
OIL OR GAS WELLS-CEMENTING	98154	1708500 P	17.2190		\$29,419
OIL OR GAS WELLS-CEMENTING	98154	1708500 P	1.0280	\$ 1,756.00	
OIL OR GAS WELLS-DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING-WITHIN THE LIMITS OF ANY TOWN OR CITY, ON THE RIGHT-OF-WAY OF ANY RAILROAD, OR IN ANY OCEAN, GULF OR BAY	98158	P	0.9190		
OIL OR GAS WELLS-DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING-WITHIN THE LIMITS OF ANY TOWN OR CITY, ON THE RIGHT-OF-WAY OF ANY RAILROAD, OR IN ANY OCEAN, GULF OR BAY	98158	P	1.0280	\$ 0.00	
OIL OR GAS WELLS-INSTRUMENT LOGGING OR SURVEY WORK IN WELLS	98159	1252778 P	12.4160		\$15,554
OIL OR GAS WELLS-INSTRUMENT LOGGING OR SURVEY WORK IN WELLS	98159	1252778 P	1.0280	\$ 1,288.00	
LOC: 0002 ADDRESS SLOC: 001 UNKNOWN COTTONDALE,AL 35453 TERR: 999					
CONTRACTORS - EXECUTIVE SUPERVISORS OR EXECUTIVE SUPERINTENDENTS "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	91580	P	39.1260	INCLUDED	
T = OTHER M = ADMISSION A = AREA S = GROSS SALES = PER \$1000 P = PAYROLL C = TOTAL COST  U = UNITS = EACH					

## CGL EXTENSION SCHEDULE

Policy No. GL 360-23-93

☐ Commercial General Liability Insurance  
☐ Product Liability Policy  
☐ Owners & Contractors Protective - (OCP)
☐ Railroad Protective Liability

Classification	Class Code	Premium Basis	Rate	Advance premium	
				PR/CO	All Other
CONTRACTORS-SUBCONTRACTED WORK-IN CONNECTION WITH OIL AND GAS FIELD CONSTRUCTION, RECONSTRUCTION OR REPAIR	91586	C	1.2130		
CONTRACTORS-SUBCONTRACTED WORK-IN CONNECTION WITH OIL AND GAS FIELD CONSTRUCTION, RECONSTRUCTION OR REPAIR	91586	C	0.9030	\$ 0.00	
CONTRACTORS PERMANENT YARDS- MAINTENANCE OR STORAGE OF EQUIPMENT OR MATERIAL "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	91590	262500 P	13.4570	INCLUDED	\$3,532
GRADING OF LAND	95410	P	17.1200		
GRADING OF LAND	95410	P	5.6150	\$ 0.00	
OIL OR GAS LEASE OPERATIONS-NATURAL GAS "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	98150	P	5.6780	INCLUDED	
OIL OR GAS WELLS-ACIDIZING	98153	1669206 P	21.0680		\$35,167
OIL OR GAS WELLS-ACIDIZING	98153	1669206 P	0.9030	\$ 1,507.00	
OIL OR GAS WELLS-CEMENTING	98154	500000 P	19.9220		\$9,961
OIL OR GAS WELLS-CEMENTING	98154	500000 P	0.9030	\$ 452.00	
OIL OR GAS WELLS-DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING-WITHIN THE LIMITS OF ANY TOWN OR CITY, ON THE RIGHT-OF-WAY OF ANY RAILROAD, OR IN ANY OCEAN, GULF OR BAY	98158	P	0.9190		
OIL OR GAS WELLS-DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING-WITHIN THE LIMITS OF ANY TOWN OR CITY, ON THE RIGHT-OF-WAY OF ANY RAILROAD, OR IN ANY OCEAN, GULF OR BAY	98158	P	0.9030	\$ 0.00	
LOC: 0003 ADDRESS SLOC: 001 UNKNOWN WOOSTER, OH 44691 TERR: 999					
CONTRACTORS - EXECUTIVE SUPERVISORS OR EXECUTIVE SUPERINTENDENTS "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	91580	P	18.6860	INCLUDED	
CONTRACTORS-SUBCONTRACTED WORK-IN CONNECTION WITH OIL AND GAS FIELD CONSTRUCTION, RECONSTRUCTION OR REPAIR	91586	C	1.2330		
CONTRACTORS-SUBCONTRACTED WORK-IN CONNECTION WITH OIL AND GAS FIELD CONSTRUCTION, RECONSTRUCTION OR REPAIR	91586	C	1.0280	\$ 0.00	
T = OTHER M = ADMISSION A = AREA S = GROSS SALES = PER \$1000 P = PAYROLL C = TOTAL COST U = UNITS = EACH					



## CGL EXTENSION SCHEDULE

Policy No. GL 360-23-93

☐ Commercial General Liability Insurance  
☐ Product Liability Policy  
☐ Owners & Contractors Protective - (OCP)
☐ Railroad Protective Liability

Classification	Class Code	Premium Basis	Rate	Advance premium	
				PR/CO	All Other
CONTRACTORS PERMANENT YARDS- MAINTENANCE OR STORAGE OF EQUIPMENT OR MATERIAL "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	91590	P	5.8460	INCLUDED	
GRADING OF LAND	95410	P	7.4590		
GRADING OF LAND	95410	P	4.2230	\$ 0.00	
OIL OR GAS LEASE OPERATIONS-NATURAL GAS "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	98150	P	5.7740	INCLUDED	
OIL OR GAS WELLS-ACIDIZING	98153	P	10.0790		
OIL OR GAS WELLS-ACIDIZING	98153	P	1.0280	\$ 0.00	
OIL OR GAS WELLS-CEMENTING	98154	P	9.5410		
OIL OR GAS WELLS-CEMENTING	98154	P	1.0280	\$ 0.00	
OIL OR GAS WELLS-INSTRUMENT LOGGING OR SURVEY WORK IN WELLS	98159	318456 P	6.8940		\$2,195
OIL OR GAS WELLS-INSTRUMENT LOGGING OR SURVEY WORK IN WELLS	98159	318456 P	1.0280	\$ 327.00	
LOC: 0004 ADDRESS SLOC: 001 UNKNOWN HOMINY,OK 74035 TERR: 999					
CONTRACTORS PERMANENT YARDS- MAINTENANCE OR STORAGE OF EQUIPMENT OR MATERIAL "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	91590	245762 P	11.5170	INCLUDED	\$2,830
OIL OR GAS WELLS-ACIDIZING	98153	1086418 P	14.4460		\$15,694
OIL OR GAS WELLS-ACIDIZING	98153	1086418 P	1.0280	\$ 1,117.00	
OIL OR GAS WELLS-CEMENTING	98154	407328 P	13.6650		\$5,566
OIL OR GAS WELLS-CEMENTING	98154	407328 P	1.0280	\$ 419.00	
OIL OR GAS WELLS-INSTRUMENT LOGGING OR SURVEY WORK IN WELLS	98159	900062 P	9.8910		\$8,903
OIL OR GAS WELLS-INSTRUMENT LOGGING OR SURVEY WORK IN WELLS	98159	900062 P	1.0280	\$ 925.00	
LOC: 0005 ADDRESS SLOC: 001 UNKNOWN COLUMBIA,MS 39703 TERR: 999					
CONTRACTORS - EXECUTIVE SUPERVISORS OR EXECUTIVE SUPERINTENDENTS "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	91580	P	34.0900	INCLUDED	
T = OTHER M = ADMISSION A = AREA S = GROSS SALES = PER \$1000 P = PAYROLL C = TOTAL COST U = UNITS = EACH					

## CGL EXTENSION SCHEDULE

Policy No. GL 360-23-93

☐ Commercial General Liability Insurance  
☐ Product Liability Policy  
☐ Owners & Contractors Protective - (OCP)

☐ Railroad Protective Liability

Classification	Class Code	Premium Basis	Rate	Advance premium	
				PR/CO	All Other
CONTRACTORS-SUBCONTRACTED WORK-IN CONNECTION WITH OIL AND GAS FIELD CONSTRUCTION, RECONSTRUCTION OR REPAIR	91586	C	1.3640		
CONTRACTORS-SUBCONTRACTED WORK-IN CONNECTION WITH OIL AND GAS FIELD CONSTRUCTION, RECONSTRUCTION OR REPAIR	91586	C	1.0280	\$ 0.00	
CONTRACTORS PERMANENT YARDS- MAINTENANCE OR STORAGE OF EQUIPMENT OR MATERIAL "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	91590	P	11.6950	INCLUDED	
GRADING OF LAND	95410	P	14.5010		
GRADING OF LAND	95410	P	5.7520	\$ 0.00	
OIL OR GAS LEASE OPERATIONS-NATURAL GAS "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	98150	P	6.3870	INCLUDED	
OIL OR GAS WELLS-ACIDIZING	98153	P	18.3070		
OIL OR GAS WELLS-ACIDIZING	98153	P	1.0280	\$ 0.00	
OIL OR GAS WELLS-CEMENTING	98154	307356 P	17.3610		\$5,336
OIL OR GAS WELLS-CEMENTING	98154	307356 P	1.0280	\$ 316.00	
OIL OR GAS WELLS-DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING-WITHIN THE LIMITS OF ANY TOWN OR CITY, ON THE RIGHT-OF-WAY OF ANY RAILROAD, OR IN ANY OCEAN, GULF OR BAY	98158	P	1.0340		
OIL OR GAS WELLS-DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING-WITHIN THE LIMITS OF ANY TOWN OR CITY, ON THE RIGHT-OF-WAY OF ANY RAILROAD, OR IN ANY OCEAN, GULF OR BAY	98158	P	1.0280	\$ 0.00	
OIL OR GAS WELLS-INSTRUMENT LOGGING OR SURVEY WORK IN WELLS	98159	P	12.5630		
OIL OR GAS WELLS-INSTRUMENT LOGGING OR SURVEY WORK IN WELLS	98159	P	1.0280	\$ 0.00	
LOC: 0006 ADDRESS SLOC: 001 UNKNOWN KIMBLE, WV 24853 TERR: 999					
CONTRACTORS - EXECUTIVE SUPERVISORS OR EXECUTIVE SUPERINTENDENTS "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	91580	P	35.4050	INCLUDED	
CONTRACTORS-SUBCONTRACTED WORK-IN CONNECTION WITH OIL AND GAS FIELD CONSTRUCTION, RECONSTRUCTION OR REPAIR	91586	C	1.3640		
T = OTHER M = ADMISSION A = AREA S = GROSS SALES = PER \$1000 P = PAYROLL C = TOTAL COST U = UNITS = EACH					

## CGL EXTENSION SCHEDULE

Policy No. GL 360-23-93

☐ Commercial General Liability Insurance  
☐ Product Liability Policy  
☐ Owners & Contractors Protective - (OCP)
☐ Railroad Protective Liability

Classification	Class Code	Premium Basis	Rate	Advance premium	
				PR/CO	All Other
CONTRACTORS-SUBCONTRACTED WORK-IN CONNECTION WITH OIL AND GAS FIELD CONSTRUCTION, RECONSTRUCTION OR REPAIR	91586	C	1.0280	\$ 0.00	
CONTRACTORS PERMANENT YARDS- MAINTENANCE OR STORAGE OF EQUIPMENT OR MATERIAL "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	91590	184314 P	15.3640	INCLUDED	\$2,832
GRADING OF LAND	95410	P	19.1490		
GRADING OF LAND	95410	P	5.7020	\$ 0.00	
OIL OR GAS LEASE OPERATIONS-NATURAL GAS "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	98150	P	6.3870	INCLUDED	
OIL OR GAS WELLS-ACIDIZING	98153	909564 P	19.0640		\$17,340
OIL OR GAS WELLS-ACIDIZING	98153	909564 P	1.0280	\$ 935.00	
OIL OR GAS WELLS-CEMENTING	98154	605914 P	18.1030		\$10,969
OIL OR GAS WELLS-CEMENTING	98154	605914 P	1.0280	\$ 623.00	
OIL OR GAS WELLS-DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING-WITHIN THE LIMITS OF ANY TOWN OR CITY, ON THE RIGHT-OF-WAY OF ANY RAILROAD, OR IN ANY OCEAN, GULF OR BAY	98158	P	1.0340		
OIL OR GAS WELLS-DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING-WITHIN THE LIMITS OF ANY TOWN OR CITY, ON THE RIGHT-OF-WAY OF ANY RAILROAD, OR IN ANY OCEAN, GULF OR BAY	98158	P	1.0280	\$ 0.00	
OIL OR GAS WELLS-INSTRUMENT LOGGING OR SURVEY WORK IN WELLS	98159	P	13.0570		
OIL OR GAS WELLS-INSTRUMENT LOGGING OR SURVEY WORK IN WELLS	98159	P	1.0280	\$ 0.00	
LOC: 0007 ADDRESS SLOC: 001 UNKNOWN NEW ORLEANS, LA 71357 TERR: 999					
OIL OR GAS WELLS-ACIDIZING	98153	750000 P	54.3030		\$40,727
OIL OR GAS WELLS-ACIDIZING	98153	750000 P	3.0850	\$ 2,314.00	
OIL OR GAS WELLS-CEMENTING	98154	325000 P	57.8730		\$18,809
OIL OR GAS WELLS-CEMENTING	98154	325000 P	3.0850	\$ 1,003.00	
LOC: 0008 ADDRESS SLOC: 001 ENTIRE VERNAL, UT 84078 TERR: 999					
T = OTHER M = ADMISSION A = AREA S = GROSS SALES = PER \$1000 P = PAYROLL C = TOTAL COST U = UNITS = EACH					

## CGL EXTENSION SCHEDULE

Policy No. GL 360-23-93

☐ Commercial General Liability Insurance  
☐ Product Liability Policy  
☐ Owners & Contractors Protective - (OCP)
☐ Railroad Protective Liability

Classification	Class Code	Premium Basis	Rate	Advance premium	
				PR/CO	All Other
CONTRACTORS PERMANENT YARDS- MAINTENANCE OR STORAGE OF EQUIPMENT OR MATERIAL "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	91590	P	7.3380	INCLUDED	
OIL OR GAS WELLS-ACIDIZING	98153	750000 P	11.3450		\$8,509
OIL OR GAS WELLS-ACIDIZING	98153	750000 P	1.0280	\$ 771.00	
OIL OR GAS WELLS-CEMENTING	98154	300000 P	10.7390		\$3,222
OIL OR GAS WELLS-CEMENTING	98154	300000 P	1.0280	\$ 308.00	
LOC: 0009 ADDRESS SLOC: 001 ENTIRE ENTIRE, MI 49045 TERR: 999					
CONTRACTORS PERMANENT YARDS- MAINTENANCE OR STORAGE OF EQUIPMENT OR MATERIAL "PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT"	91590	P	9.0190	INCLUDED	
OIL OR GAS WELLS-ACIDIZING	98153	P	11.0260		
OIL OR GAS WELLS-ACIDIZING	98153	P	4.9880	\$ 0.00	
OIL OR GAS WELLS-CEMENTING	98154	600000 P	10.4470		\$6,268
OIL OR GAS WELLS-CEMENTING	98154	600000 P	4.9880	\$ 2,993.00	
T = OTHER M = ADMISSION A = AREA S = GROSS SALES = PER \$1000 P = PAYROLL C = TOTAL COST U = UNITS = EACH					
Total: \$				\$330,740	

POLICY NUMBER: GL 360-23-93

IL 00 17 11 98

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**ENDORSEMENT #001**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

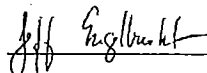
policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

BY AMERICAN HOME ASSURANCE COMPANY

IT IS HEREBY AGREED FORM 74434 (10/99) ADDITIONAL INSURED -  
PRIMARY INSURANCE HAS BEEN ADDED PER THE ATTACHED.

10/20/2005  
1803

**Archive Copy**



Authorized Representative

POLICY NUMBER: GL 360-23-93

COMMERCIAL GENERAL LIABILITY  
CG 00 01 12 04**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

**SECTION I - COVERAGES****COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured

listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**2. Exclusions**

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to



protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, dis-



posed of, or processed as waste by or for:

- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, de-

toxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on

which you or any contractors or sub-contractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or ex-

pense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or

medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trade-mark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralizing, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up,

removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**COVERAGE C MEDICAL PAYMENTS****1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any

insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

**1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:**

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:**

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indem-



nitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II - WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

### 2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

#### (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing

duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

### (2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of

Insurance.

### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

##### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and



c. We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;

- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or

"auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - (1) Equipment designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compul-

sory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her

work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21. "Your product":**

**a. Means:**

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":**

**a. Means:**

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: GL 360-23-93

COMMERCIAL GENERAL LIABILITY  
CG 02 24 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

POLICY NUMBER: GL 360-23-93

COMMERCIAL GENERAL LIABILITY  
CG 21 47 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART****A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2.,****Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

POLICY NUMBER: GL 360-23-93

COMMERCIAL GENERAL LIABILITY  
CG 21 55 09 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



POLICY NUMBER: GL 360-23-93

COMMERCIAL GENERAL LIABILITY  
CG 22 43 07 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either em-

ployed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.



POLICY NUMBER: GL 360-23-93

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - SALINE SUBSTANCES CONTAMINATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Oil or Gas Lease Operators - natural gas

Oil or Gas Lease Operators - natural gas - within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay.

With respect to operations performed by you or on your behalf and shown in the Schedule:

1. This insurance does not apply to "property damage" included within the "saline substance contamination hazard."
2. "Saline substance contamination hazard" includes "property damage" to any of the following wherever located:

(a) Oil, gas, water or other mineral substance, if the "property damage" is caused directly or indirectly by a saline substance;

(b) Any other property, if the "property damage" results from the "property damage" described in (a) above.

POLICY NUMBER: GL 360-23-93

COMMERCIAL GENERAL LIABILITY  
CG 22 57 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXCLUSION - UNDERGROUND RESOURCES AND EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**SCHEDULE****Description of Operations:**

Gasoline Recovery - from casing head or natural gas  
 Oil or Gas Lease Operations - natural gas  
 Oil or Gas Lease Operations - natural gas - within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay  
 Oil or Gas Wells - cleaning or swabbing by contractors  
 Oil or Gas Wells - cleaning or swabbing by contractors - within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay  
 Oil or Gas Wells - drilling or redrilling, installation or recovery of casing  
 Oil or Gas Wells - drilling or redrilling, installation or recovery of casing - within the limits of any town or city, on the right-of-way of any railroad  
 Oil or Gas Wells - non-operating working interest  
 Oil or Gas Wells - servicing - by contractors  
 Oil or Gas Wells - shooting

With respect to operations shown in the Schedule:

**A. The following exclusions are added to Section I - COVERAGES (BODILY INJURY AND PROPERTY DAMAGE LIABILITY):**

This insurance does not apply to:

1. "Property damage" included within the "underground resources and equipment hazard"; or
2. The cost of reducing any property included within the "underground resources and equipment hazard" to physical possession above the surface of the earth or of any body of water, or to the expense incurred or rendered necessary to prevent or minimize "property damage" to other property resulting from acts or omissions causing "property damage" included within the "underground resources and equipment hazard".

**B. The following definition is added to the DEFINITIONS Section:**

"Underground resources and equipment hazard" includes "property damage" to any of the following:

1. Oil, gas, water, or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of any body of water;
2. Any well, hole, formation, strata, or area in or through which exploration for or production of any substance is carried on; or
3. Any casing, pipe, bit, tool, pump, or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well or hole or beneath the surface of any body of water.

POLICY NUMBER: GL 360-23-93

COMMERCIAL GENERAL LIABILITY  
CG 22 62 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNDERGROUND RESOURCES AND EQUIPMENT  
COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Underground Resources And Equipment Hazard Property Damage</b>	<b>\$ 1,000,000</b>	<b>Aggregate Limit</b>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

**DESCRIPTION OF OPERATIONS:**

Gasoline Recovery - From casing head or natural gas  
 Oil or Gas Lease Operations - natural gas  
 Oil or Gas Lease Operations - natural gas - within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay  
 Oil or Gas Wells - cleaning or swabbing by contractors  
 Oil or Gas Wells - cleaning or swabbing by contractors - within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf or bay  
 Oil or Gas Wells - drilling or redrilling, installation or recovery of casing  
 Oil or Gas Wells - drilling or redrilling, installation or recovery of casing - within the limits of any town or city, on the right-of-way of any railroad  
 Oil or Gas Wells - Non-Operating Working Interest  
 Oil or Gas Wells - servicing - by contractors  
 Oil or Gas Wells - shooting

The following provisions are added with respect to "property damage" included within the "underground resources and equipment hazard" arising out of the operations performed by you or on your behalf and described in this endorsement:

- A. With respect to "property damage" included within the "underground resources and equipment hazard" the following is added to **Section III - Limits Of Insurance:**

8. Subject to 5. above, the Underground Resources and Equipment Hazard Property Damage Aggregate Limit shown in the Schedule or in the Declarations as subject to this endorsement is the most we will pay under Coverage A for the sum of damages because of all "property damage" included within the "underground resources and equipment hazard" and arising out of operations in connection with any one well.

B. Exclusion j.(4), under Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**j. Damage To Property**

"Property damage" to:

- (4) Personal property in the care, custody or control of the insured.

This exclusion does not apply to any "property damage" included within the "underground resources and equipment hazard" other than "property damage" to that particular part of any real property on which operations are being performed by you or on your behalf if the "property damage" arises out of those operations.

C. The following exclusions are added to Section I -Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

1. Any costs or expense incurred by you or at your request or by or at the request of any "co-owner of the working interest" in connection with controlling or bringing under control any oil, gas or water well;
2. Damages claimed by any "co-owner of the working interest".

D. The following is added to the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition of Section V - Conditions:

Upon the "occurrence" of a blow-out or cratering of any oil, gas or water well resulting from or in connection with operations performed by you or on your behalf, you agree that you will at your own cost and expense, promptly and diligently take whatever steps are necessary or legally required of you or necessary for you or any other person to bring such well under control.

E. The following definitions are added to the Definitions Section:

1. "Co-owner of the working interest" means any person or organization who is, with you, a co-owner, joint venturer or mining partner in mineral properties who:
  - a. Participates in the operating expense of such properties; or
  - b. Has the right to participate in the control, development or operation of such properties.
2. "Underground resources and equipment hazard" includes "property damage" to any of the following:
  - a. Oil, gas, water or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of any body of water;
  - b. Any well, hole, formation, strata or area in or through which exploration for or production of any substance is carried on;
  - c. Any casing, pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well or hole or beneath the surface of any body of water.

POLICY NUMBER: GL 360-23-93

COMMERCIAL GENERAL LIABILITY  
CG 22 73 07 98

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - OIL OR GAS PRODUCING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph (1)(d) of Exclusion f. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced as follows:

### **2. Exclusions**

This insurance does not apply to:

#### **f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants";
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations.

POLICY NUMBER: GL 360-23-93

COMMERCIAL GENERAL LIABILITY  
CG 22 73 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - OIL OR GAS PRODUCING OPERATIONS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Paragraph (d) of exclusion f.(1) of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is replaced as follows:

This insurance does not apply to:

- f.(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations.

POLICY NUMBER: GL 360-23-93

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

### **SCHEDULE**

Name of Person or Organization:

ANY PERSON OR ORGANIZATION REQUIRING A WAIVER OF TRANSFER OF  
RIGHTS OF RECOVERY PURSUANT TO THE TERMS OF ANY CONTRACT OR  
AGREEMENT YOU ENTER INTO WITH SUCH PERSON OR ORGANIZATION  
PRIOR TO THE OCCURRENCE OF LOSS.

(If no entry appears above, information required to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement.)

We waive any right of recovery we may have against the person or organization shown in the  
Schedule because of payments we make for injury or damage arising out of "your work" done under  
a contract with that person or organization. The waiver applies only to the person or organization  
shown in the Schedule.



POLICY NUMBER: GL 360-23-93

COMMERCIAL GENERAL LIABILITY  
CG 25 03 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECTS GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Construction Projects:

ANY PROJECT AWAY FROM PREMISES OWNED BY OR RENTED TO YOU.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" and for medical expenses under COVERAGE C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in this Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: GL 360-23-93

IL 00 03 07 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

POLICY NUMBER: GL 360-23-93

IL 00 21 07 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

POLICY NUMBER: GL 360-23-93

IL 02 46 07 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. The Cancellation Common Policy Condition is replaced by the following:**

### **CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.
2. **Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. **Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.
- b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

- c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
  5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
  6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
  7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.
- B. The following are added and supersede any provisions to the contrary:

**1. Nonrenewal**

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

**2. Increase Of Premium**

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.



POLICY NUMBER: GL 360-23-93

IL 09 10 07 02

## PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

### Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ CAREFULLY**

**TOTAL LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY**

This insurance does not apply to any "bodily injury", "property damage", "personal injury", or "advertising injury", or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

**Archive Copy**

  
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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BROAD FORM NAMED INSURED**

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
TRUCKERS COVERAGE FORM

**Policy Declarations, "Named Insured" is revised to include:**

"Named Insured" means the person or organization first named as the Named Insured on the Declarations Page of this policy (the "First Named Insured"). Named Insured also includes (1) any other person or organization named as a Named Insured on the Declarations Page; (2) any subsidiary, associated, affiliated, allied or acquired company or corporation (including subsidiaries thereof) of which any insured named as the Named Insured on the Declarations Page has more than 50% ownership interest in or exercises management or financial control over at the inception date of this policy, provided such subsidiary, associated, affiliated, allied or acquired company or corporation and their operations have been declared to us prior to the inception date of this policy.



AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005, forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FELLOW EMPLOYEE EXCLUSION DELETED**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Section II - Who is an Insured, 2. a. (1) (a)** is amended to read:

(a) To you, to your partners or members (if you are a partnership or joint venture).

**Section II - who is an Insured, 3. a.**

is deleted in its entirety.



AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ASBESTOS AND SILICA EXCLUSION ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add the following exclusions:**

**P. Asbestos**

"Bodily injury" or "Property damage" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of "bodily injury" or "property damage" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

**Q. Silica**

"Bodily injury" or "property damage" or any other loss, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of "bodily injury" or "property damage" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

**Section I. - Coverages, Coverage B.- Personal and Advertising Injury Liability, 2. - Exclusions is amended to add the following exclusions:**

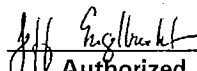
**O. Asbestos**

"Personal and Advertising Injury" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of "personal and advertising injury" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

**P. Silica**

"Personal and Advertising Injury" or any other loss, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of "personal and advertising injury" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

All other terms, conditions and exclusions of the policy shall remain unchanged.

  
\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

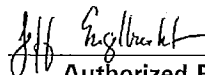
**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Section II - Who is an Insured, 1., is amended to add:**

- f) Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy, or
  2. The coverage and/or limits required by said contract or agreement.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT ENDORSEMENT - WHEN WE DO NOT RENEW**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Section IV - Commercial General Liability Conditions, 9. - When We Do Not Renew is amended to read:**

9. If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than **SIXTY** ( 060 ) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.



AUTHORIZED REPRESENTATIVE



**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**RADIOACTIVE MATTER EXCLUSION**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:**

Any liability for "bodily injury" or "property damage" arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

**Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. - Exclusions, is amended to add:**

Arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FELLOW EMPLOYEE EXCLUSION DELETED**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Section II - Who is an Insured, 2. a. (1) (a) is amended to read:**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company) or to your other "volunteer workers" while performing duties related to the conduct of your business.

**Section II - Who is an Insured, 3. a.**

is deleted in its entirety.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMPOSITE RATING PLAN PREMIUM ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

**The Class Code, Premium Basis, and Rate section of the Policy Declarations is changed to apply as follows:**

The premium for this policy will be computed upon a composite basis as shown below in accordance with our rules, rates, rating plans, premiums and minimum premiums and the other policy terms.

**SCHEDULE**

Coverage (CGL or BA)	Premium Type (S or NS)	Estimated Basis of Premium	Composite Rate(s)	Estimated Premium	Minimum Premium	Deposit Premium
CGL	NS	\$17,775,413	18.6066	\$330,740		\$330,740
Totals:				\$330,740		\$330,740

The Composite Rate(s) shown above apply per 1,000 of PAYROLL, (a basis of premium type defined below or on page 2 of this endorsement).

If no number or no basis of premium type is inserted, for Commercial General Liability Insurance (CGL Coverage) the rate shall apply per 1000 of "Sales"; or for Business Auto Insurance (BA Coverage) the rate shall apply per 1 Unit where "Unit" means a powered covered "auto".

If "Sales" is selected as the basis of premium, such "Sales" will include both foreign and domestic sales and sales by one named insured to another unless otherwise indicated by "x" below:

- ☐ "Sales" do NOT include foreign sales.
- ☐ "Sales" do NOT include sales by one named insured to another.

If "Units" is selected as the basis of premium, a Unit is a(n)

**Other Basis of Premium Type:** (Define herein or in "Exceptions" on Page 2)

**COMPOSITE RATING PLAN PREMIUM ENDORSEMENT****DEFINITIONS OF "BASIS OF PREMIUM TYPE"**

(Subject to "Exceptions", if any, described below)

**Admissions** means the total number of persons, other than you, your partners and your employees, admitted during the policy period, to events conducted on premises you own, rent, lease, or otherwise control, whether on paid admission tickets, complimentary tickets or passes.

**Cost** means the total cost to you for all work performed for you during the policy period by independent contractors and their subcontractors at all levels, including the cost of all labor, materials, equipment and supplies furnished, used or delivered for use in the execution of such work, whether furnished by the owner, by contractors or subcontractors at any level, including, but not limited to, all fees, allowances, bonuses, and commissions either made, paid or due, as well as taxes other than taxes which you collect as a separate item and remit directly to a governmental division.

**Receipts** means the gross amount of money you have charged others for work that you, your partners, your employees, your contractors and subcontractors at all levels have performed during the policy period, including taxes other than taxes which you collect as a separate item and remit directly to a governmental division.

**Remuneration** or **Payroll** means all of the money or the substitute for money earned during the policy period by you if you are the proprietor of the insured business, by all partners if you are a partnership or by all members if you are a Limited Liability Company, and by all your employees for their services to you during the policy period, subject to the following:

- ☐ Total Gross Remuneration or Payroll, without limitation; or
- ☐ Determined and limited in accordance with our Workers' Compensation Insurance Manual's rules respectively for the states in which you have employment; or
- ☐ Determined and limited in accordance with our General Liability Insurance Manual's rules respectively for the states in which you have employment.

**Sales** means the gross amount of money you or others trading in your name have charged for all goods and services you or they have sold or distributed during the policy period, including charges for delivery, installation, service and repair, and including taxes other than taxes which you or such others collect as a separate item and remit directly to a governmental division.

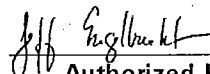
**Units** means the number of items of the types specified in this endorsement.

- a. **Units that you hold for use in your business** shall mean half the sum of their number at the policy's inception and their number at its expiration or termination, (if terminated then pro-rated by the fraction of an annual period that the policy remained in effect).
- b. **Units that you sell to others** whether for your own account or the account of another, shall mean the total number of such units that you sell during the policy term.

**Other Definitions**

**Subject** is a Premium Type that is subject to adjustment under a retrospective rating plan described in an endorsement attached to the policy. "Subject" is signified on Page 1 by a Premium Type "S".

**Non-Subject** is a Premium Type that is NOT subject to adjustment under a retrospective rating plan described in an endorsement attached to the policy. "Non-Subject" is signified on Page 1 by a Premium Type "NS".

**Exceptions:**


Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED - PRIMARY INSURANCE**

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance,** is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FUNGUS EXCLUSION**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense, including but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any "fungus(i)", "mold(s)", mildew or yeast, or
- b. Any "spore(s)" or toxins created or produced by or emanating from such "fungus(i)", "mold(s)", mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any "fungus(i)", "mold(s)", mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any "fungus(i)", "mold(s)", mildew, yeast, or "spore(s)" or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that "bodily injury", "property damage", "personal and advertising injury", loss, cost or expense.

For the purposes of this exclusion, the following definitions are added to the Policy:

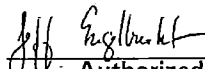
"Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including "mold(s)", rusts, mildews, smuts, and mushrooms.

"Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and "fungi" that produce molds.

"Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its other endorsements, the provisions of this exclusion will supercede.

**ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED.**

  
\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS ENDORSEMENT IS GENERALLY LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. PLEASE READ THIS ENDORSEMENT CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: THE LIMIT OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED BY US FOR LEGAL DEFENSE.

**EMPLOYEE BENEFITS LIABILITY INSURANCE(Pennsylvania Only)  
PROVIDES CLAIMS MADE COVERAGE - Please read carefully**

**ADDITIONAL DECLARATIONS**

ITEMS			
1.	<b>LIMIT OF INSURANCE FOR EMPLOYEE BENEFITS LIABILITY INSURANCE</b> Any payments made pursuant to this endorsement will be subject to, and erode the General Aggregate Limit of the policy to which this endorsement is attached. \$ 1,000,000 , Each Wrongful Act or Series Of Related Wrongful Acts Limit		
2.	<table border="0"> <tr> <td style="vertical-align: top;"> <b>SELF INSURED RETENTION:</b> <input type="checkbox"/>            (Applicable, if checked)         </td> <td style="vertical-align: top;">           \$ , Each Wrongful act or series of related Wrongful acts. If applicable, then the insurance provided by this endorsement will only apply in excess of the listed Self Insured Retention (hereinafter "Retained Limit"). Additionally, we shall have the right, but not the duty, to defend any suit against the Insured seeking damages on account of a Wrongful act or series of related Wrongful acts.         </td> </tr> </table>	<b>SELF INSURED RETENTION:</b> <input type="checkbox"/> (Applicable, if checked)	\$ , Each Wrongful act or series of related Wrongful acts. If applicable, then the insurance provided by this endorsement will only apply in excess of the listed Self Insured Retention (hereinafter "Retained Limit"). Additionally, we shall have the right, but not the duty, to defend any suit against the Insured seeking damages on account of a Wrongful act or series of related Wrongful acts.
<b>SELF INSURED RETENTION:</b> <input type="checkbox"/> (Applicable, if checked)	\$ , Each Wrongful act or series of related Wrongful acts. If applicable, then the insurance provided by this endorsement will only apply in excess of the listed Self Insured Retention (hereinafter "Retained Limit"). Additionally, we shall have the right, but not the duty, to defend any suit against the Insured seeking damages on account of a Wrongful act or series of related Wrongful acts.		
3.	<table border="0"> <tr> <td style="vertical-align: top;"> <b>DEDUCTIBLE:</b> <input checked="" type="checkbox"/>            (Applicable, if checked)         </td> <td style="vertical-align: top;">           \$ 1,000 , Each Wrongful act or series of related Wrongful acts. If applicable, then the Deductible is subject to the terms and conditions of the Deductible Endorsement - Form A (Form No. ) that is attached to the policy under Endorsement No.         </td> </tr> </table>	<b>DEDUCTIBLE:</b> <input checked="" type="checkbox"/> (Applicable, if checked)	\$ 1,000 , Each Wrongful act or series of related Wrongful acts. If applicable, then the Deductible is subject to the terms and conditions of the Deductible Endorsement - Form A (Form No. ) that is attached to the policy under Endorsement No.
<b>DEDUCTIBLE:</b> <input checked="" type="checkbox"/> (Applicable, if checked)	\$ 1,000 , Each Wrongful act or series of related Wrongful acts. If applicable, then the Deductible is subject to the terms and conditions of the Deductible Endorsement - Form A (Form No. ) that is attached to the policy under Endorsement No.		
4.	<b>RETROACTIVE DATE:</b>		
5.	<b>ESTIMATED ANNUAL PREMIUM: \$ INCLUDED</b>		

- A. For the purpose of coverage provided by this endorsement only, **SECTION I - COVERAGES**, is amended with the addition of the following:

COVERAGE - EMPLOYEE BENEFITS LIABILITY



1. Insuring Agreement

- a. We will pay the Insured for those sums which the Insured shall become legally obligated to pay as damages because of any "claim" made against the Insured due to any "Wrongful act" of the Insured, or any other person for whose acts the Insured is legally liable, in the "administration" of the "employee benefit program" of the Insured.

Except with respect to a Retained Limit as indicated in Item 2 of the Additional Declarations, we have the right and duty to defend any suit against the Insured seeking damages on account of such negligent act, error or omission, even if any of the allegations of the suit are groundless, false or fraudulent, and we may make such investigation and settlement of any "claim" or suit as we deem expedient. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply.

But:

- 1) The amount we will pay for damages is limited as described in Section D. 1. of this endorsement headed Limits of Insurance;
- 2) the amounts we pay for "allocated loss adjustment expenses" will reduce the Limit of Insurance available, as provided under Section D. 1. of this endorsement headed Limits of Insurance; and
- 3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or "allocated loss adjustment expenses".

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section C. of this endorsement.

- b. The insurance provided by this endorsement applies to damages only if:
- 1) the damages did not occur before the Retroactive Date, if any, shown in Item 4. of the Additional Declarations or after the end of the policy period; and
  - 2) the "claim" for damages covered by this endorsement is first made against the Insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Section E., 2. Optional Extended Reporting Period.
- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:
- 1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
  - 2) When we make settlement in accordance with Paragraph 1.a. above

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the "claim".

- d. All "claims" for damages made by an "employee" because of any "Wrongful act" or series of related "Wrongful acts", including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This endorsement does not apply to:

- a. Dishonest, Fraudulent, Criminal Or Malicious Act.

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program"

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

k. Failure to Maintain Insurance or Bond

Any "claim" made against the Insured based on or attributable to any failure or omission on the part of the Insured to effect and maintain insurance or bonding for Plan Property or Assets.

- B. For purposes of the coverage provided by this endorsement only, **Section II - Who Is An Insured** is deleted in its entirety and replaced with the following:

Insured: as used in this endorsement, means the Named Insured, provided that (a) if the Named Insured is designated as an individual, the insurance applies only to the conduct of a business of which he is the sole proprietor and (b) the unqualified word Insured also includes the following:

- A. If the Named Insured is or includes a partnership or joint venture, any partner or member thereof but only with respect to his liability as such;
- B. Any executive officer, director or stockholder of the Named Insured while acting within the scope of his duties as such;
- C. Any employee, provided such employee is authorized to act in the "administration" of the "Employee Benefits Program" of the Named Insured.

- C. For the purposes of the coverage provided by this endorsement only, **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, is deleted in its entirety and replaced with the following:

**ALLOCATED LOSS ADJUSTMENT EXPENSES - EMPLOYEE BENEFITS LIABILITY COVERAGE**

- a. If a Retention Amount is shown in Item 2. of the Additional Declarations above, you are responsible for all "Allocated Loss Adjustment Expenses" we pay as Supplementary Payments, according to the election indicated by an "X" below. If no election is indicated, election i. shall apply.
  - ☐ i. All "Allocated Loss Adjustment Expenses" up to the Retained Limit. However, the most you are responsible for with respect to damages and "Allocated Loss Adjustment Expenses" combined shall not exceed the Retained Limit.
  - ☐ ii. All "Allocated Loss Adjustment Expenses".
  - ☐ iii. A part of "Allocated Loss Adjustment Expenses". That part will be calculated by dividing the smaller of the Retained Limit or the damages you pay by the damages we pay. If we pay no damages, you are responsible for all "Allocated Loss Adjustment Expenses" up to the applicable Retained Limit and % of all remaining "Allocated Loss Adjustment Expenses".
  - ☐ iv. No "Allocated Loss Adjustment Expenses".
- b. If a Deductible Amount is shown in Item 2. of the Additional Declarations above, **you must reimburse us** for all "Allocated Loss Adjustment Expense" we pay as Supplementary Payments, according to the election indicated in the Deductible Endorsement that is referred to in Item 3 of the Additional Declarations.
- c. With regard to either a Retained Limit or a Deductible:
  - (1) your duty to pay for "Allocated Loss Adjustment Expenses" applies separately to each "Wrongful act" or series of related "Wrongful acts" committed in the "administration" of the "employee benefit program" of the Insured; and
  - (2) All payments made by us for "Allocated Loss Adjustment Expenses" will be within the Limits of Insurance as provided under Section D. 1. of this endorsement headed Limits of Insurance.

- D. For the purposes of the coverage provided by this endorsement, **Section III - Limits Of Insurance** is revised as follows:

- 1. Limits Of Insurance

- a. The Limits of Insurance shown in the Additional Declarations and the rules below fix the most we will pay regardless of the number of:
  - 1) Insureds;
  - 2) "Claims" made or "suits" brought;
  - 3) Persons or organizations making "claims" or bringing "suits";
  - 4) "Wrongful act" or series of related "Wrongful acts"; or
  - 5) Benefits included in your "employee benefit program".
- b. The General Aggregate Limit as described in **Section III - Limits Of Insurance, 2.** is amended to include the following paragraph:
  - d. All damages and all associated "allocated loss adjustment expenses" that we pay because of a "Wrongful act" or series of related "Wrongful acts" committed in the "administration" of the "employee benefit program" of the Insured.
- c. Subject to the General Aggregate Limit, the Each Wrongful Act or Series Of Related Wrongful Acts Limit as stated in Item 1. of the Additional Declarations is the most we will pay for all damages and all associated "allocated loss adjustment expenses" due to any one "Wrongful act" or series of related "Wrongful acts" committed in the "administration" of the "employee benefit program" of the Insured.

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Retention Amount

If a Retention Amount is shown in Item 2. of the Additional Declarations above, the Limits of Insurance for the Coverage provided by this endorsement will apply in excess of the Retained Limit as stated in Item 2. of the Additional Declarations.

Subject to additional "Allocated Loss Adjustment Expenses", the Retained Limit is the most an insured will pay for all damages due to any one "Wrongful act" or series of related "Wrongful acts" committed in the "administration" of the "employee benefit program" of the Insured.

3. Deductible

If a Deductible Amount is shown in Item 2. of the Additional Declarations above, you **must reimburse us** for all damages due to any one "Wrongful act" or series of related "Wrongful acts" committed in the "administration" of the "employee benefit program" of the Insured and any "Allocated Loss Adjustment Expense" we pay as Supplementary Payments, according to the terms and conditions as provided for in the Deductible Endorsement that is referred to in Item 3 of the Additional Declarations.

- E. For the purpose of coverage provided by this endorsement only, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended with the addition of the following conditions:

# 1. PREMIUM

The premium stated in the ADDITIONAL DECLARATIONS is an estimated premium only. Upon termination of each annual period of this endorsement the Insured, on request, will furnish us a statement of the total number of employees at the end of the period. The earned premium shall be computed on the average of the number of employees at the end of the coverage period and that stated in the ADDITIONAL DECLARATIONS. If the earned premium thus computed exceeds the estimated premium paid, the Insured shall pay the excess to us; if less, we shall return to the Insured the unearned portion paid by such Insured.

# 2. OPTIONAL EXTENDED REPORTING ENDORSEMENT

The coverage under the Employee Benefits Liability Endorsement may end because one of us chooses to cancel it or not renew it. You then have the right to purchase an Extended Reporting Period Endorsement. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It only extends the time to report covered claims that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. The "claim" must first be made against an Insured and reported to us within 3 years after the Employee Benefits Liability Endorsement ends and while the reporting endorsement is in effect.

To obtain this reporting endorsement you must request it in writing and pay the additional premium within 60 days after this agreement ends. If we don't receive written notice and payment within this period, the Extended Reporting Period will not go into effect. Additionally, you may not exercise this right at a later date.

We'll sell you this endorsement for the additional premium. This additional premium will not exceed 200% of the annual premium for the Employee Benefits Liability Endorsement. Once you pay the premium we can't cancel the endorsement. We will determine the additional premium taking into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Liability available under the Employee Benefit Liability Insurance for future payment of damages; and
- d. Other related factors.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

The optional Extended Reporting Endorsement does not reinstate or increase the Limits of Liability applicable to any "claim" to which The Employee Benefits Liability Endorsement applies.

# 3. CONFORMITY WITH STATUTE

Terms of this endorsement which are in conflict with the statute of the state wherein this endorsement is issued are hereby amended to conform to such statutes.

## F. Special Conditions relating to the Retained Limit (if applicable)

1. With respect to the coverage provided by this endorsement only, Section IV - Commercial General Liability Conditions, 2. - Duties in the Event of Occurrence, Offense, "claim" or Suit, a. is amended to read:

- A. Periodic Notices: on a \_\_\_\_\_ basis, you must provide us with a written summary (loss run) of all "wrongful acts", "claims", or "suits" which have or may result in payments within the Retained Limit.

This written summary must show:

1. The date of the "wrongful act"; and
2. A description of the damage, and
3. The amount paid or reserved, including "allocated loss adjustment expense", resulting from the "wrongful act", "claim" or "suit".

- B. Individual Notices of a "wrongful act": in addition to the Periodic Notices provided for in A. above, you must see to it that we are notified as soon as practicable of any "wrongful act" which may result in a "claim". Knowledge of a "wrongful act" by your agent, your servant, or your employee will not in itself constitute knowledge to you unless the Director of Risk Management (or one with similar or equivalent title) or his/her designee, at the address shown in the policy declarations, will have received such notice. To the extent possible notice should include how, when and where the "wrongful act" took place and the nature of any damage arising out of the "wrongful act". You must provide us with any and all additional information, material and/or data, subsequent to the original notice, as it becomes available.

2. Claims Administration

- A. You will employ and pay, without any reimbursement from us, a firm acceptable to us for the purpose of providing claim services (Claims Administrator). In the event of cancellation, expiration or revision of the contract between you and the self-insurance service company, you will notify us within ten (10) days of the cancellation, expiration or revision.
- B. Loss settlements made by you or the Claims Administrator will be within the terms, conditions and limits of the policy.
- C. There will be no reduction of the Retained Limit because of payment of "claims" or "suits" arising from "claims" or "suits" for which coverage is not afforded to by the policy.

3. Bankruptcy

Your bankruptcy, insolvency, inability to pay, failure to pay, or refusal to pay the Retained Limit will not increase our obligations under the policy. In the event there is insurance, whether or not applicable to an "wrongful act", "claim" or "suit" within the Retained Limit, you will continue to be responsible for the full amount of the Retained Limit before the limits of insurance under this policy apply. In no case will we be required to pay the Retained Limit or any portion thereof. Our obligations will attach only when the entire amount of the Retained Limit has been paid and then only in excess of the Retained Limit and not in excess of the total limit of insurance adjusted for any reduction in the aggregate limit of our liability.

- G. For the purpose of coverage provided by this endorsement only, **SECTION V - DEFINITIONS**, is amended with the addition of the following definitions:

1. "Administration": shall mean:
  - A. Giving counsel to employees with respect to the Employee benefit program;
  - B. Interpreting the Employee benefit program;
  - C. Handling of records in connection with the Employee benefit program;
  - D. Effective enrollment, termination or cancellation of employees under the "Employee benefit program", provided all are acts which are authorized by the Named Insured.



2. "Allocated Loss Adjustment Expenses" means all fees for service of process and court costs and court expenses; pre- and post-judgment interest; attorneys' fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public records, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a "claim" or "suit" against you, or to the protection and perfection of your or our subrogation rights.

"Allocated Loss Adjustment Expenses" shall not include our general overhead, the salary and employee benefits of any of our employees, nor the fees of any attorney who is our employee or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us or our affiliated company(ies), with respect to a "claim" or "suit" against you.

3. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
4. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
5. "Employee benefit program": means a program providing some or all of the following benefits to "employees" of the Insured, whether provided through a cafeteria plan or otherwise:
- (a) group life insurance; group accident or health insurance; dental, vision and hearing plans; provided that no one other than an "employee" of the Insured may subscribe to such benefits and such benefits are made generally available to those "employees" of the Insured who satisfy the plan's eligibility requirements;
  - (b) profit sharing plans, employee savings plans, pension plans, employee stock subscription plans, provided that no one other than an "employee" of the Insured may subscribe to such benefits and such benefits are made generally available to all "employees" of the Insured who are eligible under the plan for such benefits;
  - (c) workmen's compensation, unemployment insurance, social security benefits, disability benefits;
  - (d) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
  - (e) Any other similar benefits designated in the Schedule or added thereto by endorsement.

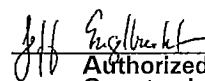
6. "Wrongful act": means any actual or alleged negligent act, error or omission in the "administration" of the Employee Benefits Plan.

H. For the purpose of coverage provided by this endorsement only, Definitions 5. and 18. in **SECTION V - DEFINITIONS** are replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

All other terms, exclusions, and conditions of this policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)



**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MTBE and Other Fuel Oxygenates Exclusion  
Applicable to Coverages A, B and C**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Section I - COVERAGES is amended to include the following additional exclusion:

**MTBE and Other Fuel Oxygenates**

Under Coverages A, B and C, this insurance does not apply to any liability arising out of methyl tertiary-butyl ether (MTBE) and other fuel oxygenates including, but not limited to, the following:

1. Ether oxygenates, such as ethyl tertiary-butyl ether (ETBE), tertiary-amyl methyl ether (TAME), tertiary-amyl ethyl ether (TAEE), diisopropyl ether (DIPE), and dimethyl ether (DME); and
2. Alcohol oxygenates, such as methanol (methyl alcohol), and tertiary-butyl alcohol (TBA).

However, this exclusion does not apply to "bodily injury" and "property damage" arising out of ethanol (ethyl alcohol).

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion shall supercede any such coverage.

All other terms, definitions, conditions and exclusions of this policy shall remain unchanged.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TERRORISM EXCLUSION  
(WITH CONDITIONAL REPLACEMENT BY A  
MORE RESTRICTIVE EXCLUSION)**

This exclusion will not apply for the entire policy period if the Terrorism Risk Insurance Act of 2002 (the Act) terminates during the policy period. The Act is scheduled to terminate December 31, 2005. When the Act terminates during your policy period, this exclusion will be superseded immediately by another more restrictive exclusion, TERRORISM EXCLUSION, endorsement number 86203 (6/04), which is currently attached to this policy.

When TERRORISM EXCLUSION, endorsement number 86203 (6/04), takes effect, its provisions apply as of termination of the Act to the end of your policy period. If the Act is extended by the Federal Government, and the new termination date of the Act is after your policy expiration date, this exclusion remains in force and TERRORISM EXCLUSION, endorsement number 86203 (6/04) will not apply.

This insurance does not apply to loss, injury, damage, claim or suit, arising directly or indirectly as a result of a certified "act of terrorism" defined by Section 102. Definitions., of the Terrorism Risk Insurance Act of 2002 and any revisions, amendments or replacement.

For purposes of this endorsement and in compliance with the Terrorism Risk Insurance Act of 2002, an "act of terrorism" shall mean:

(1) Act of Terrorism -

(A) Certification. - The term "act of terrorism" means any act that is certified by the Secretary of the Treasury of the United States, in concurrence with the Secretary of State, and the Attorney General of the United States --

(i) to be an act of terrorism;

(ii) to be a violent act or an act that is dangerous to --

(I) human life;

(II) property; or

(III) infrastructure;

(iii) to have resulted in damage within the United States, or outside of the United States in the case of --

(I) an air carrier or vessel described in paragraph (5)(B); [for the convenience of this endorsement, paragraph (5)(B) reads: occurs to an air carrier (as defined in Section 40102 of title 49, United States Code) to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission];

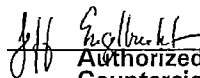
(II) the premises of a United States mission; and

(iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian popula-

tion of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- (B) Limitation. -- No act shall be certified by the Secretary as an act of terrorism if --
  - (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
  - (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- (C) Determinations Final. - Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.
- (D) Nondelegation. - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

All other terms and conditions of the policy are the same.

  
\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

### ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2005 forms a part of

policy No. GL 360-23-93 issued to SUPERIOR WELL SERVICES, INC., OSAGE WIRELINE, INC.  
BRADFORD RESOURCES, LTD.

by AMERICAN HOME ASSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### TERRORISM EXCLUSION

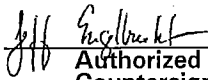
This insurance does not apply to loss, injury, damage, claim or suit, arising directly or indirectly as a result of a certified "act of terrorism" defined by Section 102. Definitions., of the Terrorism Risk Insurance Act of 2002 and any revisions or amendments.

For purposes of this endorsement and in compliance with the Terrorism Risk Insurance Act of 2002, an "act of terrorism" shall mean:

- (1) Act of Terrorism -
  - (A) Certification. - The term "act of terrorism" means any act that is certified by the Secretary of the Treasury of the United States, in concurrence with the Secretary of State, and the Attorney General of the United States --
    - (i) to be an act of terrorism;
    - (ii) to be a violent act or an act that is dangerous to --
      - (I) human life;
      - (II) property; or
      - (III) infrastructure;
    - (iii) to have resulted in damage within the United States, or outside of the United States in the case of --
      - (I) an air carrier or vessel described in paragraph (5)(B); [for the convenience of this endorsement, paragraph (5)(B) reads: occurs to an air carrier (as defined in Section 40102 of title 49, United States Code) to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission];
      - (II) the premises of a United States mission; and
    - (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
  - (B) Limitation. -- No act shall be certified by the Secretary as an act of terrorism if --
    - (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
    - (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
  - (C) Determinations Final. - Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.

- (D) Nondelegation. - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

All other terms and conditions of the policy are the same.

  
Authorized Representative or  
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**ENDORSEMENT**

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**TERRORISM EXCLUSION  
(APPLICABLE UPON TERMINATION OF THE TERRORISM INSURANCE PROGRAM  
ESTABLISHED BY THE TERRORISM RISK INSURANCE ACT OF 2002)**

This endorsement applies immediately upon termination of the Terrorism Risk Insurance Act of 2002 (the Act). The Act is scheduled to terminate December 31, 2005.

When this exclusion takes effect:

1. It immediately supersedes any other terrorism endorsement attached to the policy and its provisions apply as of termination of the Act to the end of the policy period; and
2. We will return a pro rata portion of any charge for terrorism that you paid to us calculated based on the date the Act terminates relative to the number of days remaining until policy expiration.

**As of the termination of the Act:**

This insurance does not apply to loss, injury, damage, claim or suit, arising directly or indirectly as a result of, in connection with, or relating to "terrorism" including but not limited to:

1. Any action taken in hindering or defending against an actual or expected incident of "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage; and
2. Any contemporaneous or ensuing loss caused by explosion, fire, heat, vandalism, looting, theft, civil commotion, rebellion or insurrection.

However, this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

1. The total of damages and/or loss to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include the replacement cost, without deduction for depreciation, for all damage sustained by any property affected by the "terrorism" and business interruption losses sustained by owners or occupants of damaged property; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of any bodily member or organ; or
3. The "terrorism" involves the actual, alleged or threatened use, release, escape, dispersal, application and or existence of:
  - a. Any nuclear reaction;
  - b. Radioactive materials or "nuclear materials" in any form and from any source;

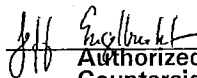
- c. Radionuclides;
  - d. Radiation emitted from any radioactive source whether natural or manmade; and/or
  - e. Electromagnetic pulses; or
4. The "terrorism" involves the actual, alleged or threatened use, release, escape, dispersal and/or application of pathogenic or poisonous chemical or "biological" materials, whether natural, manmade, living or dead.

Multiple incidents of "terrorism" that occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership will be considered to be one incident.

DEFINITIONS - The following definitions shall apply:

1. "Terrorism" means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:
  - a. A government;
  - b. The civilian population of a country, state or community; or
  - c. To disrupt the economy of a country, state or community.
2. "Nuclear materials" means "source material," "special nuclear material" or "by-product material." "Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
3. "Biological" materials includes all microorganisms, viruses, rickettsia, prions, nucleic acids, toxins, toxin-producing agents, and poisons produced by biological organisms.

All other terms and conditions of the policy are the same.

  
Authorized Representative or  
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**AMENDMENT OF LIMITS OF INSURANCE  
(Per Project or Per Location Aggregate Limit)**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

<input checked="" type="checkbox"/> Per Project General Aggregate Limit	\$ 10,000,000
<input type="checkbox"/> Per Location General Aggregate Limit	\$
<input type="checkbox"/> Per Project and Per Location General Aggregate Limit	\$

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

**II. SECTION III - LIMITS OF INSURANCE** , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C



because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
  - a. Damages under Coverage A;
  - b. Damages under Coverage B; and
  - c. Medical Expenses under Coverage C

arising out of any single Project described above.

9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
  - a. Damages under Coverage A;
  - b. Damages under Coverage B; and
  - c. Medical expenses under Coverage C

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

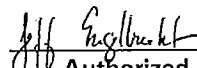
- III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	\$
Each Occurrence Limit	\$
Products-Completed Operations Aggregate Limit	\$
Personal & Advertising Injury Limit	\$
Damage to Premises Rented to You	\$
Medical Expense Limit	\$
Per Project General Aggregate Limit, Per Location	\$
General Aggregate Limit or Per	
Project and Per Location General Aggregate Limit	

- IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.

  
 Authorized Representative or  
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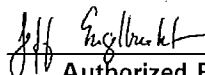
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**EXCLUSION - VIOLATION OF STATUTES IN CONNECTION WITH  
SENDING, TRANSMITTING OR COMMUNICATING ANY  
MATERIAL OR INFORMATION**

This insurance does not apply to any loss, injury, damage, claim, suit, cost or expense arising out of or resulting from, caused directly or indirectly, in whole or in part by, any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that includes, addresses or applies to the sending, transmitting or communicating of any material or information, by any means whatsoever.

To the extent any coverage may otherwise be available under this Policy, the provisions of this Exclusion shall supercede the same and exclude such coverage.

All other terms and conditions of the policy are the same.



Authorized Representative or  
Countersignature (in States Where  
Applicable)

